

# **ASSOCIATE MEMBER AGREEMENT FOR ARIZONA BLUE STAKE, INC.**

THIS ASSOCIATE MEMBER AGREEMENT ("Agreement") made as of this 1<sup>st</sup> day of July, 2012, by and between ARIZONA BLUE STAKE, INC. (hereinafter referred to as "THE COMPANY"), a non-profit organization, and Gila County, Arizona (hereinafter referred to as "ASSOCIATE MEMBER"). This Agreement may refer to THE COMPANY or ASSOCIATE MEMBER as a "Party" or collectively as "Parties".

## **WITNESSETH:**

WHEREAS, THE COMPANY has been formed to engage in the business of providing a service whereby persons intending to disturb the subsurface of the earth will be able to make one telephone call to notify participating utilities, thereby allowing the participating utilities to locate and mark their underground facilities as required by law, and

WHEREAS, ASSOCIATE MEMBER desires to utilize the service of THE COMPANY, such that ASSOCIATE MEMBER can locate and mark its underground facilities, as required by law, and for the benefit of persons intending to disturb the subsurface of the earth at or near the location of ASSOCIATE MEMBER'S underground facilities, and

NOW, THEREFORE, the Parties agree as follows:

1. ASSOCIATE MEMBER accepts and agrees to be bound by the terms and conditions of the Articles of Incorporation and the Bylaws of THE COMPANY.
2. THE COMPANY agrees that ASSOCIATE MEMBER shall be accepted as a participating ASSOCIATE MEMBER under the Bylaws of THE COMPANY.
3. The rights and obligations of each Party will be binding upon and inure to the benefit of its successors and permitted assigns. ASSOCIATE MEMBER may not assign this Agreement, in whole or in part, without the prior written consent of THE COMPANY. Any attempted assignment by ASSOCIATE MEMBER without THE COMPANY's prior written consent shall be null and void. THE COMPANY may assign this Agreement, in whole or in part, without the consent of ASSOCIATE MEMBER to any affiliates of THE COMPANY or to others as THE COMPANY deems appropriate in connection with any regulatory

requirements. THE COMPANY may delegate its rights and obligations under this Agreement, in whole or in part, without the consent of ASSOCIATE MEMBER.

4. The annual fee to be paid by ASSOCIATE MEMBER shall be established by THE COMPANY upon application for participation. All ASSOCIATE MEMBER fees shall be paid in monthly, semi-annual or annual installments based on the total of the fee calculated to be due for such participation. All ASSOCIATE MEMBER fees are, at a minimum, re-calculated annually.

5. ASSOCIATE MEMBER agrees that it is subject to Arizona Revised Statutes ("A.R.S.") § 40-360.32 and THE COMPANY's Collection Policy. See Appendix A, A.R.S. § 40-360.32 (D) and Appendix B, THE COMPANY's Collection Policy.

6 This Agreement shall become effective on this day and year above first written and shall continue in effect for a period of one (1) year and from month-to-month thereafter; provided, however, that this Agreement may be terminated at any time after one (1) year by ASSOCIATE MEMBER upon thirty (30) days prior written notice to THE COMPANY or at any time after one (1) year by THE COMPANY upon thirty (30) days prior written notice to ASSOCIATE MEMBER.

7. Notice provided for in this Agreement shall be given as follows:

If to THE COMPANY:

Arizona Blue Stake, Inc.  
4415 South Wendler Drive  
Suite 105  
Tempe, Arizona 85282-6410

If to ASSOCIATE MEMBER:

Name: Thomas Homan  
Title: GIS Coordinator  
Company: Gila County  
Address: 745 N. Rose Mofford Way  
City, State Zip: Globe, AZ 85501  
Phone No.: (928) 402-8515

Any notice shall be deemed duly given if it is sent by personal delivery or by a recognized overnight carrier, and addressed to the intended recipient. Notice is deemed received on the date of personal delivery or the date following delivery to a recognized overnight carrier.

8. Upon execution of this Agreement, THE ASSOCIATE MEMBER must provide written notification to THE COMPANY of all geographical areas which THE ASSOCIATE MEMBER requires THE COMPANY to perform the services specified in this Agreement. Unless such written notification is provided, THE COMPANY shall not be responsible for providing the services indicated in this Agreement. Changes in the geographical area shall be provided by THE ASSOCIATE MEMBER to THE COMPANY within three (3) days of such change.

9. ASSOCIATE MEMBER shall provide notice of any changes in contact information to THE COMPANY within 30 days of occurrence. If notice of contact information is not received within thirty (30) days, THE COMPANY may terminate the membership of ASSOCIATE MEMBER without further notice.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and/or representatives as of the day and year above first written.

GILA COUNTY  
THE ASSOCIATE MEMBER

By its County Manager

Signature

Printed Name Don E. McDaniel Jr.

ARIZONA BLUE STAKE, INC.

By its President

X

THE COMPANY

**FOR ARIZONA BLUE STAKE USE ONLY**

\_\_\_\_ Date Completed Agreement Received by Arizona Blue Stake

\_\_\_\_ Date Membership Activated by Arizona Blue Stake

## ***Appendix A***

### **Arizona Revised Statute**

#### **Title 40 - Public Utilities and Carriers**

#### **Chapter 2 - Public Service Corporations Generally**

#### **Article 6.3 - Underground Facilities**

#### **40-360.32. One-call notification center membership; termination; designated representatives**

- D. When any person neglects or refuses to pay fees when due and is in arrears for two months, the one-call notification center may terminate the membership of that person without notice and may have a claim for fees and a separate claim for damages for breach of an ancillary agreement. The one-call notification center may refuse to reinstate any person's membership until that person's fee is paid in full.

## ***Appendix B***

### **Arizona Blue Stake Accounts Receivable Collection Policy Effective May 1, 2007**

Any ABS member whose account becomes past due by more than 90 days will be subject to termination of their membership. Once membership has been terminated:

- 1) Notification of impending excavations will cease and excavators will no longer be informed of the potential conflict of the terminated member's underground facilities on their job site;
- 2) Any damages to the terminated member's underground facilities that occur as a result of terminated membership will be the responsibility of the terminated member;
- 3) Any injuries to 3rd parties that occur as a result of terminated membership will be the responsibility of the terminated member;
- 4) The Arizona Corporation Commission will be notified and the terminated member could be subject to receive a citation of up to \$5,000 for each violation of the statute.

In order for membership to be reinstated, the following will be required:

- 1) Payment in full of all invoices that are due plus 1.5% interest per month for each month the payment was late more than 30 days;
- 2) Payment of a deposit equal to three months worth of current assessments to be held until the account is kept current for a period of one full year following reinstatement;
- 3) Payment of a non-refundable fee equaling 25% of the terminated member's then current annual assessment.

Date Submitted:

**MEMBERSHIP & DATABASE INFORMATION FORM**

For Internal Use Only  
**SADA Code:**

- 1) Company Name: Gila County
- 2) Company Voting Representative:  
Name: Thomas Homan  
Address: 745 N. Rose Mofford Way, Globe, AZ 85501  
Phone: (928 ) 402-8515  
Fax: (928 ) 425-8104  
Email Address: thoman@gilacountyaz.gov
- 3) Person to notify during business hours with notices, daily business, etc.:  
Name: Same as above.  
Address: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
Email Address: \_\_\_\_\_
- 4) Person responsible for payment of invoices:  
Name: Gila County Accounts Payable Department  
Address: 1400 E. Ash Street, Globe, AZ 85501  
Phone: (928 ) 425-3231  
Fax: (928 ) 425-7056  
Email Address: \_\_\_\_\_
- 5) Your Company's business hours to receive notices: Monday-Friday 8:00 am to 5:00 pm
- 6) Your Company's emergency after-hours phone number: (928)812-0023
- 7) When marking your facilities, what initials will you use to identify your markings?:  
"GC"
- 8) What type(s) of underground facilities are we providing services for? (If the facilities are communications or CATV, please indicate if you have fiber optics facilities):  
Communications (Copper & Fiber)
- 9) ☒ Associate Membership or ☐ Limited Participation (Directory) Membership  
a) If you select an Associate Membership, what type of receiving device will you be using?:  
☐ Fax, Fax #: ( ) \_\_\_\_\_
- 10) Will we be transmitting notices to more than one site for you?: No
- 11) What kind of database format are you supplying:  
☐ List of Township, Range, Section, Quarter-Section  
☐ Electronic List of the Township, Range, Section, Quarter-Section  
☒ Data in a Geographical Format: ESRI shape file  
☐ Get username and password to draw own service area
- 12) Is your contact information for the database different than number 3 above?: No  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
Email Address: \_\_\_\_\_
- 13) Does your company have a web page address?: www.gilacountyaz.gov